

Elyria Savings & Trust Co.

147467

Payment Book

Due the 20th

*Still Payment.
Please!! Brighton*

**Do not write or
mark on coupons**

ELYRIA SAVINGS & TRUST
NATIONAL BANK



//

861 043000260096 00051

Installment Loan Cou

OBITTS CHEMICAL CO
142 LOCUST ST
ELYRIA OH 44035

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| DATE TELLER STAMP 9-21-71 #8117 529.84 PAYMENT 1 CHECK NO. AMOUNT | DATE TELLER STAMP 10-20-71 #8194 529.84 PAYMENT 2 CHECK NO. AMOUNT | DATE TELLER STAMP 11-19-71 #8275 529.84 PAYMENT 3 CHECK NO. AMOUNT | DATE TELLER STAMP 12-23-71 #8350 529.84 PAYMENT 4 CHECK NO. AMOUNT | DATE TELLER STAMP 2-2-72 #8431 PAYMENT 5 CHECK NO. AMOUNT | DATE TELLER STAMP 2-25-72 #8490 PAYMENT 6 CHECK NO. AMOUNT |
| DATE TELLER STAMP 3-27-72 #8568 PAYMENT 7 CHECK NO. AMOUNT | DATE TELLER STAMP 4-27-72 #8650 PAYMENT 8 CHECK NO. AMOUNT | DATE TELLER STAMP 5-22-72 #8721 PAYMENT 9 CHECK NO. AMOUNT | DATE TELLER STAMP 6-30-72 #8778 PAYMENT 10 CHECK NO. AMOUNT | DATE TELLER STAMP pd. 7/21/72 ck. # 8864 \$ 529.84 PAYMENT 11 CHECK NO. AMOUNT | DATE TELLER STAMP pd. 8/22/72 ck. # 8939 \$ 529.84 PAYMENT 12 CHECK NO. AMOUNT |
| DATE TELLER STAMP pd. 9/20/72 ck. # 8994 \$ 529.84 PAYMENT 13 CHECK NO. AMOUNT | DATE TELLER STAMP pd. 10/18/72 ck. # 9091 \$ 529.84 PAYMENT 14 CHECK NO. AMOUNT | DATE TELLER STAMP 10/21/72 # 9157 529.84 PAYMENT 15 CHECK NO. AMOUNT | DATE TELLER STAMP 12/22/72 ck. # 9230 PAYMENT 16 CHECK NO. AMOUNT \$ 529.84 | DATE TELLER STAMP pd. 1/22/73 ck. # 9311 529.84 PAYMENT 17 CHECK NO. AMOUNT | DATE TELLER STAMP pd. 2/20/73 ck. # 9410 PAYMENT 18 CHECK NO. AMOUNT \$ 529.84 |

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TELLER STAMP
3/19/73
ck # 9499
\$ 529.84
PAYMENT 19
CHECK NO.
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DATE
TELLER STAMP
4/27/73
ck # 9606
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DATE
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5/25/73
ck # 9613
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PAYMENT 21
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DATE
TELLER STAMP
paid
6/19/73
PAYMENT 22
CHECK NO. 9729
AMOUNT
\$ 529.84

DATE
TELLER STAMP
paid
7/19/73
ck # 9804
\$ 529.84
PAYMENT 23
CHECK NO.
AMOUNT

DATE
TELLER STAMP
paid
9/4/73
ck # 9890
\$ 529.84
PAYMENT 24
CHECK NO.
AMOUNT
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DATE
TELLER STAMP
paid
9/20/73
ck # 9941
\$ 529.84
PAYMENT 25
CHECK NO.
AMOUNT
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DATE
TELLER STAMP
pd.
10/20/73
\$ 529.84
ck # 10035
PAYMENT 26
CHECK NO.
AMOUNT
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DATE
TELLER STAMP
pd.
10/17/73
ck # 10129
\$ 529.84
PAYMENT 27
CHECK NO.
AMOUNT
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DATE
TELLER STAMP
12-20-73
ck # 10229
\$ 529.84
PAYMENT 28
CHECK NO.
AMOUNT
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DATE
TELLER STAMP
1-18-74
ck # 10315
\$ 529.84
PAYMENT 29
CHECK NO.
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DATE
TELLER STAMP
paid
2-14-74
ck # 10381
\$ 529.84
PAYMENT 30
CHECK NO.
AMOUNT
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DATE
TELLER STAMP
paid
3-17-74
ck # 10466
\$ 529.84
PAYMENT 31
CHECK NO.
AMOUNT
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DATE 4/17/74
TELLER STAMP
PAYMENT 32
CHECK NO. 10547
AMOUNT
\$ 529.84

DATE
TELLER STAMP
paid
5-20-74
ck # 10643
\$ 529.84
PAYMENT 33
CHECK NO.
AMOUNT
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DATE
TELLER STAMP
pd
6-18-74
ck # 10714
PAYMENT 34
CHECK NO.
AMOUNT
\$ 529.84

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TELLER STAMP
pd
7-19-74
ck # 10790
\$ 329.84
PAYMENT 35
CHECK NO.
AMOUNT

DATE
TELLER STAMP
pd
8-19-74
ck # 10872
PAYMENT 36
CHECK NO.
AMOUNT
\$ 535.97

Account No. _____

PLEASE USE THIS FORM TO NOTIFY US IMMEDIATELY OF ANY CHANGE OF YOUR NAME OR ADDRESS.

NEW ADDRESS

NAME _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

PREVIOUS ADDRESS

NAME _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____



Thank You!

WE APPRECIATE THE OPPORTUNITY YOU HAVE
GIVEN US TO SERVE YOU. WHENEVER YOU NEED
ADDITIONAL FUNDS, PLEASE CALL ON US AGAIN.

SDMS US EPA REGION V
COLOR-RESOLUTION - 2
IMAGERY INSERT FORM

The following page(s) of this document include color or resolution variations.
 Unless otherwise noted, these pages are available in monochrome. The original document is available for viewing at the Superfund Records Center.

| | |
|-------------------------------------|---|
| SITE NAME | CHEMICAL RECOVERY |
| DOC ID # | 147467 |
| DESCRIPTION OF ITEM(S) | MONTHLY PAYMENT BOOK |
| PRP | RMD-CHEMICAL RECOVERY |
| DOCUMENT VARIATION | ___ COLOR OR <u>X</u> RESOLUTION |
| DATE OF ITEM(S) | 1971-1974 |
| NO. OF ITEMS | MULTIPLE |
| PHASE | ENFORCEMENT |
| OPERABLE UNITS | |
| LOCATION | Box #___ Folder #___ Subsection ___ |
| PHASE (AR DOCUMENTS ONLY) | ___ Remedial ___ Removal ___ Deletion Docket ___ Original ___ Update # ___ Volume of ___ |
| COMMENT(S) | |
| FOLDER M-35 | |

BANK 0096

ELYRIA SAVINGS & TRUST
NATIONAL BANK
BROAD AND COURT
ELYRIA OHIO
MAIN OFFICE

INSTALLMENT LOAN DIVISION

YOUR LOAN CAN NOW BE PAID IN FULL BY REMITTING "AMOUNT PAYABLE" BEFORE INDICATED EXPIRATION DATE. IN DETERMINING THIS AMOUNT, ANY CHARGES THAT HAVE ACCUMULATED BECAUSE OF LATE PAYMENTS ON YOUR LOAN HAVE BEEN ADDED, AND ANY DISCOUNT CALCULATED FOR PAYMENT OF YOUR LOAN AHEAD OF SCHEDULE HAS BEEN SUBTRACTED.

COURTESY
ADVICE

OBITTS CHEMICAL CO
142 LOCUST ST
ELYRIA OH 44035

061-103302

PLEASE RETURN THIS ADVICE WITH REMITTANCE.

07-19-74

408 19 74

| PRESENT LOAN BALANCE | | LATE CHARGES AND/OR FEES | REBATE | AMOUNT PAYABLE | QUOTATION EXPIRES |
|----------------------|--|--------------------------|--------|-------------------|----------------------|
| 529.97 | | 6.00 | | 535.97 | 08-20-74 |

11 339 (6-7-64)

Welcome as an Installment Loan Customer.

This is your easy-to-use monthly payment book.

Save this statement as a
record of your loan from

ANY QUESTIONS ABOUT YOUR LOAN, AND ALL PAYMENTS, SHOULD BE DIRECTED TO THIS ADDRESS

Boiler Loan

Payment coupons for your loan
are enclosed. Additional coupons
will be automatically mailed to
you as needed.

ELYRIA SAVINGS & TRUST
NATIONAL BANK
BROAD AND COURT
ELYRIA OHIO

| AMOUNT OF NOTE | MONTHLY PAYMENT | 1ST PAYMENT DATE | ACCOUNT NUMBER | TERM |
|----------------|-----------------|------------------|--------------------|------|
| 10,045.53 | 280.00 | 2-30-71 | 0096 061-102303 | 36 |

OBITTS RUSSELL W
1130 GOLF RD
ELYRIA OHIO 44035

| AMOUNT OF NOTE | MONTHLY PAYMENT | 1ST PAYMENT DATE | ACCOUNT NUMBER | TERM |
|----------------|-----------------|------------------|--------------------|------|
| 10,045.53 | 280.00 | 2-30-71 | 0096 061-102303 | 36 |

See inside cover for quick, convenient way to make your loan payments.

YOUR LOAN NUMBER

PAY EXACTLY

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| \$ | 290 | 00 |
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INSTALLMENT LOAN PAYMENT

LOAN NUMBER

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|---------------|-----------|----------------|
| AMOUNT | OF | PAYMENT |
|---------------|-----------|----------------|

LATE CHARGE

YOUR LOAN NUMBER

PAY EXACTLY

\$ 129.01 00

DATE : DUE

01 | 30 | 73

INSTALLMENT LOAN PAYMENT

LOAN NUMBER

| AMOUNT OF PAYMENT |
|-------------------|
|-------------------|

DATE CHARGE

YOUR LOAN NUMBER

PAY EXA : -LY

\$ 290.00

DAT : DUE

02 30 72

INSTALLMENT LOAN PAYMENT

LOAN NUMBER

AMOUNT OF PAYMENT

LATE CHARGE

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| DATE | DUE |
| 03 | 30 73 |
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| FOR BANK USE ONLY | |
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INSTALLMENT LOAN PAYMENT

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INSTALLMENT LOAN PAYMENT

[illegible][illegible]

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INSTALLMENT LOAN PAYMENT

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FOR BANK USE ONLY

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| FOR BANK USE ONLY | |
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| LOAN NUMBER | |
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0095-061-102303-3
YOUR LOAN NUMBER

PAY EXA : LY
\$ 250.00
AMOUNT DUE

DATE DUE
09/30/73
MO. DAY YR.

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INSTALLMENT LOAN PAYMENT

FOR BANK USE ONLY

LOAN NUMBER

AMOUNT OF PAYMENT

LATE CHARGE



0095-061-102303-3
YOUR LOAN NUMBER

PAY EXA : LY
\$ 250.00
AMOUNT DUE

DATE DUE
10/30/73
MO. DAY YR.

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INSTALLMENT LOAN PAYMENT

FOR BANK USE ONLY

LOAN NUMBER

AMOUNT OF PAYMENT

LATE CHARGE



0095-061-102303-3
YOUR LOAN NUMBER

PAY EXA : LY
\$ 250.00
AMOUNT DUE

DATE DUE
11/30/73
MO. DAY YR.

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INSTALLMENT LOAN PAYMENT

FOR BANK USE ONLY

LOAN NUMBER

AMOUNT OF PAYMENT

LATE CHARGE





ELYRIA SAVINGS & TRUST

NATIONAL BANK

ELYRIA, OHIO

44035

Russell Chitts
142 Locust St.
Elyria, Ohio 44035

INSTALLMENT LOAN VERIFICATION

LOAN NUMBER 061-0105670

BALANCE 2493.88

DATE ABOVE BALANCE 11/1/74

LAST PAYMENT MADE 10/29/74
(Date)

THIS IS NOT
A REQUEST FOR PAYMENT

Under regulations prescribed by the Administrator of National Banks, we are required to verify account balances by direct verification with customers.

Records of the bank show the following information on your installment loan. Please compare this information with your records. If it agrees, NO REPLY IS NECESSARY. If there is any discrepancy, please notify the audit firm of T.L. Moise ~~Associates~~ ^{Associates}, 602 Elyria Savings & Trust Building, Elyria, Ohio. Phone 323-5466

We thank you for your cooperation and for your continued use of our services.

Elyria Savings & Trust National Bank



ELYRIA SAVINGS & TRUST
NATIONAL BANK

ELYRIA, OHIO
44035

*Obitua Chamber Co.
142 Locust St.
Elyria, Ohio 44035*

INSTALLMENT LOAN VERIFICATION

LOAN NUMBER *061-0106105*

BALANCE *10,772.34*

DATE ABOVE BALANCE *NOV - 1 1974*

LAST PAYMENT MADE *10/1/74*
(Date)

THIS IS NOT
A REQUEST FOR PAYMENT

Under regulations prescribed by the Administrator of National Banks, we are required to verify account balances by direct verification with customers.

Records of the bank show the following information on your installment loan. Please compare this information with your records. If it agrees, NO REPLY IS NECESSARY. If there is any discrepancy, please notify the audit firm of T. L. Moise ^{Co.} Associates, 602 Elyria Savings & Trust Building, Elyria, Ohio. Phone 323-5466

We thank you for your cooperation and for your continued use of our services.

Elyria Savings & Trust National Bank

1 Debtor(s) (Last Name First) and address(es)
Obitts, Chemical Company
112 Locust St.
Elyria, Ohio 44035

2 Secured Party(ies) and address(es)
National Bank
THE ELYRIA SAVING & TRUST CO.
COURT ST., ELYRIA, OHIO

For Filing Officer
 (Date, Time, Number, and Filing Office)

059119

Misc. 215754

4 This financing statement covers the following types (or items) of property:

Brighton Corporation, 8111

TERMINATION

TED W. BROWN
 SECRETARY OF STATE, OHIO

AUG 23 8 00 AM '71

AUG 28 1974

TED W. BROWN
SECRETARY OF STATE

Check ☒ if covered: ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented:

Filed with: **Secretary of State and Lorain County Recorder**

By: *R. W. Obitts*
 Signature(s) of Debtor(s)

Elyria Savings and Trust National Bank
 By: *W. J. Fitch, Vice Pres*
 Signature(s) of Secured Party(ies)

MC

Filing Officer Copy - Alphabetical This form of financing statement is approved by the Secretary of State.
 STANDARD FORM - UNIFORM COMMERCIAL CODE - OBA UCC-2 FORM IL 31

NEGOTIABLE PROMISSORY NOTE

2818.50\$
(Total Principal Amount of Note)**Cleve. Ohio****MAN 28 74**

(City and State)

19

Two Thousand Eight Hundred
 For value received, I, we or either of us, promise to pay to Pullman Incorporated (Trailmobile Division) or order the principal sum of **Eighteen And**
50/100 (\$ **2818.50**) in **23** equal successive monthly payments of \$ **118.00** each and one final payment of \$ **104.50**, the first
 of such payments shall be payable on the day of , 19 , and the remaining payments shall be payable on the same date of each month
 thereafter until fully paid, with interest before maturity at the rate of % on unpaid balances payable monthly and interest after maturity at the highest lawful
 rate, together with reasonable attorney's fees (15% of the unpaid principal and interest of this note, if permitted by law) if placed in the hands of an attorney for
 collection.

Upon non-payment of any instalment at its maturity, all remaining instalments shall at the option of the holder become immediately due and payable. The makers,
 endorsers and guarantors hereby waive notice of non-payment, protest, presentment and demand, and all exemptions and homestead laws, and irrevocably authorize
 any attorney at law to appear after maturity for each, any or all of them in any court or courts and waive the issue and service of summons and confess judgment
 against each, any or all of them in favor of the holder hereof for such amount as may appear to be unpaid hereon, together with costs and reasonable attorney's
 fees, and to release all errors and waive stay of execution and all rights of appeal.

NEGOTIABLE AND PAYABLE AT
 THE OFFICE OF
 TRAILMOBILE
 HAMMOND, INDIANA
 WITH EXCHANGE.

By

Title

(Title of officer, if corporation.
 If partner or owner, state which.)

Signature

of

Purchaser

1-103-302

GUARANTEE

In consideration of the execution of the Note on the reverse side hereof, the undersigned jointly and severally guarantee(s) to any holder the payment promptly when due of every instalment thereunder and the payment upon demand of the entire unpaid balance if the maker(s) defaults in any payment of any instalment at its due date or in any manner, without first requiring the holder to proceed against the maker(s). The undersigned waive(s) all defenses, notice of acceptance hereof, and of defaults under said instrument, and consent(s) that the holder may, without affecting our liability, release any rights against and grant extensions of time of payment to the maker(s).

X *Outw J. Shoyan*

CHATTEL MORTGAGE

Purchaser's (Mortgagor's) Name **O Bitts Chemical Co.**
(Corporation)

Address **142 Locust St.**
(If corporation or partnership, give location of principal place of business in State;
if individual, give residence)

City **Elyria** County of **Lorain** State **Ohio**

To **Pullman Incorporated**
(Trailmobile Division)
(Name of Mortgagee)

1414 Field Street, Hammond, Indiana 46320
(Address of Seller-Mortgagee)

Date: **Jan. 28**, 19 **74**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Purchaser-Mortgagor (hereinafter referred to as Mortgagor) whose address is set forth above, having been quoted and offered both a cash sale price and a time sale price and having the opportunity to purchase the equipment described below at the cash sale price or the time sale price quoted, has elected to purchase the equipment at the time sale price set forth on the attached statement of sale which is hereby made a part hereof which sum Mortgagor agrees to pay to Mortgagee or Mortgagee's assigns and in consideration of the unpaid balance of purchase money as set forth on the Statement of Sale:

DOES HEREBY GRANT, bargain, sell, convey and confirm unto Mortgagee, its successors and assigns the equipment described below or on the attached specifications together with attachments and accessories:

| Name of Manufacturer | Manufacturer's Serial Number | Description of Body | Year | Other Identification |
|-------------------------|---------------------------------|------------------------|-------------|-------------------------|
| Fruehauf | AVH675304 | Semi Trailer | 1967 | U50-7109 |

for which Mortgagor jointly and severally agree to pay Mortgagee or its assigns the sum set forth on the attached Statement of Sale which is hereby made a part hereof.

TO HAVE AND TO HOLD the same together with any and all replacements, additions and accessions thereto unto said Mortgagee, its successors and assigns forever.

Said Mortgagor does hereby covenant to and with the Mortgagee, its successors and assigns, that the Mortgagor is lawfully possessed of the above-described equipment as Mortgagor's own property; that the same is free from all encumbrances, and that Mortgagor will warrant and defend the same to the Mortgagee, its successors and assigns against all claims and demands of all persons.

PROVIDED NEVERTHELESS, that if said Mortgagor shall well and truly pay unto said Mortgagee or its successors or assigns, the balance of the purchase money and the instalments thereof as set forth on the Statement of Sale attached hereto, on their due dates as therein set forth, and if said Mortgagor shall perform all other obligations to be performed by Mortgagor hereunder, then this mortgage shall be void, otherwise to remain in full force and effect.

AND PROVIDED FURTHER, that said Mortgagor shall retain possession of said equipment and at Mortgagor's own expense keep and use the same as long as said Mortgagor fully performs each and every covenant and condition of this mortgage.

Said Mortgagor covenants and agrees that said equipment shall remain chattels and personal property at all times and shall not become part of any realty or freehold; that the said equipment is being bought for use primarily for business or commercial purposes; **that Mortgagor's principal place of business is as given above, and that Mortgagor will notify Mortgagee by registered mail at Mortgagee's address below at least ten days before changing the location of its principal place of business; that said equipment at all times will be located at**

142 Locust St. **Elyria** County of **Lorain**
(Street Address) (City)

State of **Ohio**, and said equipment shall be registered and certificates of title obtained (if prescribed by law) under the laws of said state; that said equipment shall not be registered, nor shall certificates of title be obtained, under the laws of any other state, nor shall said equipment be removed from said location (removals for temporary purposes for not more than thirty days excepted), until ten days after written notice of Mortgagor's intention to register or title said equipment in, or to remove said equipment to another state has been sent to Mortgagee by registered mail at the following address: Trailmobile, 1414 Field Street, Hammond, Indiana; that Mortgagor will execute any documents, including a new mortgage with terms substantially similar to this mortgage, if Mortgagee deems it necessary in order to protect its rights and priority after removal; that the equipment will not be used for any unlawful purpose; that Mortgagor shall comply fully with all applicable Certificate of Title laws now or hereafter enacted, shall make reference to Mortgagee's rights under this mortgage in any applications made thereunder and, if permitted by law, shall deliver or cause to be delivered any such certificates of title to Mortgagee at the following address: Trailmobile, 1414 Field Street, Hammond, Indiana; that the risk of loss of said equipment shall be on the Mortgagor and the loss, injury or destruction of the property shall not release Mortgagor from any obligations hereunder; that Mortgagor has inspected said equipment and agrees that it is in good working order and condition; that Mortgagor will maintain said equipment in good and efficient working order, condition and repair (reasonable wear and tear alone excepted) and shall provide and pay for, at Mortgagor's expense, all such repairs, replacements, parts, supplies, labor and tools as shall be necessary to keep and maintain the equip-

ment in first class mechanical condition and repair, and in such mechanical condition as is adequate to comply with ICC regulations and laws of any state in which the equipment is operated. Mortgagee shall be accorded free access to Mortgagor's premises at all reasonable times to inspect any of the equipment for any purpose; that at all times until all conditions and covenants of this mortgage are fully performed and the indebtedness satisfied, Mortgagor shall keep said equipment insured at Mortgagor's expense against loss by fire, theft and accidental physical damage, in favor of Mortgagee and its successors and assigns, insurance policies to be in such form and placed with such companies as are acceptable to Mortgagee and which policies shall provide for the giving by insurance companies to Mortgagee of at least 15 days advance notice of any intended cancellation of such coverage and Mortgagee shall furnish Mortgagor insurance certificates evidencing insurance coverage; and Mortgagor shall promptly pay all taxes, including documentary stamp taxes and intangible stamp taxes, assessments, motor vehicle registration and license charges, recording and filing fees, and other public charges of every character due with respect to this mortgage or said equipment or levied or assessed thereupon, and shall promptly satisfy all liens and encumbrances against said equipment; that if Mortgagor shall fail to insure the equipment as aforesaid, Mortgagee may at its option insure same. Mortgagor to pay the standard premium charge and Mortgagee to pay any additional premium required by the adjusted experience premium and retain any return premium resulting therefrom; that any standard premium charge so paid by Mortgagee, and all sums paid by Mortgagee in discharge of taxes, including documentary stamp taxes and intangible stamp taxes, assessment, motor vehicle registration and license charges, recording or filing fees, public charges, liens and encumbrances with respect to this mortgage or said equipment shall be and become secured by this mortgage and shall immediately without demand, be due and payable by Mortgagor and if not immediately paid by Mortgagor shall accrue interest at the highest contractual rate permitted by law; that the proceeds of any insurance shall, at Mortgagee's option, be applied toward the replacement or repair of the equipment or payment of the obligation secured hereby; and that any insurance company may make payment for losses direct to Mortgagee and said Mortgagee is hereby appointed attorney-in-fact for the Mortgagor to endorse any draft therefor.

Said Mortgagor further covenants and agrees that if at any time Mortgagor should become insolvent, or make or attempt or agree to make any general assignment for the benefit of creditors, or if any bankruptcy proceedings are at any time commenced either by or against Mortgagor, or if Mortgagor disposes of or encumbers any or all of said equipment or attempts to do so, or if for any reason or cause any or all of said equipment is attached or subjected to lien of any kind or if Mortgagor should fail to make any of the payments herein provided or fail to perform any or all of the covenants, conditions or other provisions hereof, either in the manner or within the time herein specified, or both, then in any one or more or all such cases, and without any demand or notice whatsoever to Mortgagor, and without any writing or other formality or particular act or conduct being required of Mortgagee, at any time or at all, other than those specifically required by law and which under the law cannot be waived by Mortgagor, all of the entire balance secured hereby shall at the option of the Mortgagee or its successors or assigns become immediately due and payable and the Mortgagee or its successors or assigns shall thereupon have the following rights: to take immediate possession of said equipment and for that purpose may, with or without legal process, enter upon or into any premises where said equipment or any part thereof may be found and take possession thereof. (Mortgagee may take possession of any article or articles in said equipment and mortgagor shall give Mortgagee notice by registered mail within 24 hours after Mortgagee retakes possession of said equipment of any claim or interest in the articles, failure to do so constituting a waiver and a bar to any subsequent claim therefor) and remove same to Mortgagee's address shown above or to such other place as Mortgagee may deem most safe and convenient; and after taking such possession (and still without any notice, declaration, formality or other particular act or conduct being required of Mortgagee other than those specifically required by law and which under the law cannot be waived by Mortgagor) to sell said equipment or any part thereof at public or private sale with or without the said equipment being present (at which sale Mortgagee may be purchaser) at such time and place as may be deemed best by Mortgagee (which sale may be for cash and/or credit and/or goods) and after deducting all lawful expenses (including but not limited to expenses of taking possession, holding, removing, repairing and selling said equipment, together with reasonable attorneys' fees and court costs incurred therein, and the actual amount of any sales commission incurred by Mortgagee in connection with such sale not to exceed 10% of the sale price, or such of these as are permitted by law), credit the net proceeds of such sale to the unpaid balance due hereunder, and Mortgagor agrees to pay to Mortgagee or Mortgagee's successors or assigns any difference or deficiency remaining due after such sale is completed and the net proceeds so applied, provided, however, that if the net proceeds of such sale exceed the unpaid balance hereunder, such excess shall be paid to Mortgagor; or, at Mortgagee's option; after taking such possession (and still without any notice, declaration, formality or other particular act or conduct being required of Mortgagee other than those specifically required by law and which under the law cannot be waived by Mortgagor) Mortgagee may retain the equipment as its own property without obligation to account to Mortgagor and all sums theretofore paid by Mortgagor hereunder shall remain the property of Mortgagee, not as a penalty, but as part compensation for Mortgagor's prior use of said equipment and for depreciation thereof, and Mortgagor shall be discharged from all obligations hereunder, if permitted by law; and in addition to the remedies specifically provided for herein, Mortgagee may at its option take advantage of any additional remedies available under the applicable laws and statutes, provided always that Mortgagee shall abide by and follow all remedies or procedures which are made mandatory by applicable laws and statutes.

Mortgagor further covenants and agrees that Mortgagor will yield and surrender possession of said equipment to Mortgagee, its successors or assigns promptly on demand; that any such taking of possession of said equipment by Mortgagee, its successors or assigns may be done or effected with or without legal process wherever the same may be found and without any liability upon Mortgagee, its agents, employees, successors or assigns for trespass, from which liability Mortgagor hereby expressly agrees to hold Mortgagee, its agents, employees, successors or assigns forever free and harmless; that in the event of any delinquency in the payment of any one or more instalments hereunder, interest on each past due instalment shall accrue after its due date at the highest rate permitted by law, or, if not permitted by law, Mortgagor shall pay Mortgagee or its successors or assigns delinquency and collection charges at the highest lawful rate; and that in the event of any such delinquency, Mortgagor shall pay Mortgagee or its successors or assigns all reasonable collection expenses incurred or paid by Mortgagee or its successors or assigns, including attorney's fees if referred to an attorney not a salaried employee of the holder of this contract for collection, and court costs, if permitted by law; that if any action or litigation or proceeding is at any time brought by Mortgagee against Mortgagor, or by Mortgagor against Mortgagee, in which any of the rights, interests, liabilities and obligations of the Mortgagor or Mortgagee or both of them under this mortgage shall in any way be or become an issue, and if Mortgagee shall prevail in whole or in part therein, then Mortgagor shall pay to Mortgagee on demand its reasonable attorney's fees, costs and reasonable additional expenses incurred therein, if permitted by law, and in every case in which Mortgagee recovers judgment therein, such attorney's fees, costs and expenses may be made and become a part of such judgment; that if at any time Mortgagee shall deem it necessary, in order to protect its rights and/or priority under or by virtue of this mortgage, to institute or intervene in any litigation or proceedings or if Mortgagee shall be made a party to any litigation or proceedings in any way involving this mortgage, the said equipment or the Mortgagee's or Mortgagor's respective rights hereunder, or if Mortgagee shall be required, or deem it necessary in order to protect its rights under this mortgage, to respond or answer to, compromise, settle, or negotiate for the settlement or compromise of any claim or demand by any person which is or may become a lien upon all or any part of said equipment, including claims for taxes or other public charges by any state or bona fide political entity, then Mortgagor agrees to promptly pay and reimburse Mortgagee for all costs thereof, together with reasonable charges and expenses, including attorneys' fees, if permitted by law, incurred or paid by Mortgagee or imposed upon it as a result thereof or in connection therewith; that all of the terms and conditions of this mortgage shall apply to and bind Mortgagor's heirs, executors, administrators, assigns or legal representatives (or successors) and shall in every respect inure to the benefit of Mortgagee's successors and assigns; That Mortgagee's acceptance of any instalment or payment after it or the full amount may have become due and payable hereunder or the granting of any renewals or extensions shall not be deemed to alter or affect Mortgagor's obligation or Mortgagee's rights hereunder; that waiver or condonation of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default; that although Mortgagor may be required to give a promissory note or notes or trade acceptances for the instalment payments set forth on the attached Statement of Sale, such note or notes or trade acceptances shall merely be evidence of Mortgagor's obligations hereunder and shall not be given by Mortgagor nor accepted by Mortgagee as payment thereof or any part thereof or in lieu of any part of Mortgagor's obligations hereunder or as a waiver of the express terms hereof; that any monies hereafter paid to Mortgagee by or on behalf of Mortgagor may be applied by Mortgagee to the instalment or obligation hereunder earliest in date of maturity or longest overdue, or upon any other obligation or obligations (secured or unsecured) then due to Mortgagee from Mortgagor upon or in connection with any other, separate and distinct transaction, or transactions, in Mortgagee's sole discretion and without the necessity of notice, election or proof, and Mortgagor hereby expressly waives any right Mortgagor may have, insofar as permitted by law, to make or manifest any binding direction upon or to Mortgagee as to the manner of application of such payment of such monies other than as herein provided; that the risk of loss of said equipment is Mortgagor's; that the loss, injury or destruction of the equipment shall not release Mortgagor from any obligation hereunder; that the Mortgagor will assume all responsibility and all liability arising from the possession, use or operation of the equipment, either for negligence or otherwise, by whomsoever used or operated and Mortgagor will indemnify and save Mortgagee harmless from all claims of all persons and entities arising out of or in any manner connected with the possession, use or operation of the equipment; that Mortgagee may correct patent errors herein; that each condition and provision contained in this chattel mortgage shall be divisible and separate from all other conditions and provisions, and if any conditions or provisions are prohibited by law, it is expressly intended that such conditions or provisions shall be inoperative without impairing or invalidating any other condition or provision; and that any notice, provided for in this mortgage or by law, to be given to the Mortgagor, addressed to his last known address, shall be conclusively deemed to have been given and received by the Mortgagor on the day same was mailed; that Mortgagor may not assign this agreement except by and with the written consent of Mortgagee; that all the terms and conditions herein contained shall apply to and bind Mortgagor's heirs, executors, administrators, successors, assigns and legal representatives and shall inure to the benefit of Mortgagee's successors and assigns, that Mortgagor admits notice of Mortgagee's intended assignment of this contract and agrees to settle all claims against Mortgagee directly with Mortgagee, Mortgagee hereby agreeing to remain responsible therefor; that Mortgagor, if more than one person or entity, agrees that the obligation to perform each of the conditions and provisions of this agreement shall be joint and several; and that Mortgagor expressly waives all exemptions and homestead laws.

It is understood that Mortgagee or its successors or assigns shall not be bound by any oral agreements, guarantees, representations or warranties past, present, or future, representing said equipment or Mortgagee's obligations hereunder, not contained in this mortgage which Mortgagor has read and understands, and that future modifications hereof may be made only in writing signed by Mortgagee, and Mortgagor represents that no credit except that set forth herein has been made or is to be made. It is understood that the two paragraphs of Mortgagee's standard warranty as set forth in its standard sales order form shall apply to the equipment described above and any statement as to year model herein is for identification only and is not a warranty or representation.

Time is of the essence of this agreement.

This agreement may be executed, acknowledged and delivered in any number of counterparts, each of which shall be deemed to be an original.

The Statement of Sale attached hereto is hereby made a part of this Chattel Mortgage.

STATEMENT OF SALE

This Statement of Sale is part of this Chattel Mortgage from O Bitts Chemical Co.
(Corporation)
to Pullman Incorporated (Trailmobile Division), dated Jan 28 74, 1974, and covering the purchase of certain Trailers or other equipment described above, for which the undersigned Mortgagor jointly and severally agrees to pay Mortgagee or its assigns the unpaid purchase money. Time Balance (Item 7), set forth below:

| | | | |
|----------------------------------|---------|--|-----------------------|
| (1) Cash Price | 3030.50 | (4) Insurance Cost | Cust. Will Furnish |
| (2) Down Payment | | Types of Insurance Coverage | |
| Cash | 600.00 | <input type="checkbox"/> Comprehensive | |
| Trade-in | -0- | <input type="checkbox"/> \$ Deductible Collision | |
| Less Pay-off | 600.00 | Expiration Date | |
| (3) Unpaid Balance of Cash Price | 2430.50 | (5) Principal Balance Owed | 2430.50 |
| | | (6) Finance Charge | 388.00 |
| | | (7) Time Balance | 2818.50 |

which Time Balance (Item 7 above) is payable in 23 equal successive monthly payments of \$ 118.00 each and one final payment of \$ 104.50 beginning on the FEB 1 day of 1974, and on the same date of each month thereafter until paid.

IN WITNESS WHEREOF, said Mortgagor has hereunto set Mortgagor's hand and seal on the day hereinbefore first set forth.
The Purchaser-Mortgagor hereby acknowledges receipt of an exact copy of this instrument at the time of execution by him (or it).

X O Bitts Chemical Co. (Seal)
By _____ Signature of Purchaser-Mortgagor
Title President
Pullman Incorporated
(Trailmobile Division)
By T. M. Hainan, Jr. Signature of Seller-Mortgagee
Title Office Mgr.

GUARANTEE

In consideration of the time sale of equipment evidenced by this instrument the undersigned jointly and severally guarantee(s) to any holder the payment promptly when due of every instalment hereunder and the payment on demand of the entire unpaid balance if Mortgagor defaults in any payment of any instalment at its due date or in any other manner, without first requiring holder to proceed against Mortgagor. The undersigned waive(s) all defenses, notice of acceptance hereof, and of defaults under said instrument and consent(s) that holder may, without affecting our liability, release any rights against and grant extensions of time of payment to any other obligors. Witness the hand(s) and seal(s) of the undersigned.

X O Bitts Chemical Co. (Seal)
Name _____
142 Locust St. Elyria, Ohio

WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

DATE

1/26/71

NC-37

Russell W. Chitts
Harvey K. Chitts

PERSONAL LOAN DEPARTMENT

ELYRIA SAVINGS & TRUST NATIONAL BANK

BL No. 30-102303

\$ 10,045.53

, Ohio, January 26, 1971

(Do Not Write in Date)

36 months after date, for value received, each maker hereof promises to pay to the order of ELYRIA SAVINGS & TRUST NATIONAL BANK at its Office, Elyria, Ohio, the sum of Ten Thousand Forty Five and 53/100 Dollars in funds current at Elyria, Ohio, with interest at the rate of eight per cent per annum after maturity payable quarterly on the first days of January, April, July and October, having deposited and pledged with said Bank Budget Plan Account bearing the "BPA No." indicated above as collateral security for the payment of this note, and the holder hereof being hereby given a continuing right of set-off thereagainst.

The borrower requests said bank to open an account in the borrower's name as indicated above and agrees to increase the amount of collateral security for the indebtedness evidenced hereby by depositing promptly to the credit of the said account the sum of \$280.00 on February 30, 1971 and an equal amount at regular monthly intervals thereafter, or at such other times as may be mutually arranged between the Bank and any of the undersigned, until a total of the face amount of this note shall have been so deposited, and the undersigned co-makers, jointly and severally, agree to make each of the said deposits promptly if the borrower should default in making the same. As often as default is made in the performance of the foregoing covenant to increase monthly the amount of security for this note beyond the day as herein agreed, there shall be due and payable to the Bank a sum calculated at the rate of five cents for each dollar of such delayed increase therein, which sum the undersigned, jointly and severally, agree to pay to the holder hereof at or before the maturity of this note as liquidated damages.

The undersigned agree that in the event of (a) any failure to increase the value of the security for this note monthly as herein agreed; (b) any statement in the undersigned's "Credit Statements," which statements are the inducement for this loan, proving to the satisfaction of the holder hereof to be untrue; (c) the death of the undersigned borrower; (d) an application for the appointment of a Receiver for, or (e) the making of an assignment for the benefit of creditors by, or (f) the filing of a petition in bankruptcy by or against or (g) any other act of insolvency however expressed or indicated, or (h) the issuance of an attachment or the entry of a judgment against the undersigned or any of them; then and in any such event this note, together with all sums payable hereunder as liquidated damages, shall immediately become due and payable without demand or notice, and the holder shall have all the rights and remedies herein provided in case of default, and, in addition, all balances of all deposits of the undersigned and each of them with the holder shall immediately become the subject of a set-off by such holder against this note, whether apart from this agreement this note would then have matured or not, and in any such event the holder shall be deemed to have exercised its right hereunder. Any failure by the holder to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any time and from time to time thereafter. Upon this note maturing under any of its terms and provisions, and not being fully paid and satisfied on the day of its maturity, the amount thereof, together with any unpaid liquidated damages as herein provided, shall be charged against the above mentioned account of the undersigned borrower, (the holder being hereby authorized, as pledgee, to give any notice, or take any other action, required by law, to render said deposit account available for said purpose) and if same shall not be sufficient, or available, fully to pay and satisfy the indebtedness represented hereby and unpaid liquidated damages, the unpaid portion thereof may be forthwith charged against any account or accounts maintained by either or any of the undersigned co-makers with the holder hereof, without demand or notice or further consent from the undersigned or any of them, they and each of them hereby agreeing to be and remain jointly and severally liable for said indebtedness represented by this note remaining unpaid, and unpaid liquidated damages, if any.

Each of the undersigned hereby authorizes the Bank to: (1) date this note as of the date when the loan evidenced hereby is made; (2) complete any blank spaces in this note according to the terms upon which it grants the loan relative hereto; and (3) cause the signature(s) of one or more co-makers, in addition to the original number, to be added at any time or times hereto, and to do so with or without notice to any of the undersigned who hereby consent thereto and acknowledge that such may be done without affecting the joint and several obligations of each of the undersigned, as herein set forth, and each of the co-makers hereby acknowledges receipt of notice that the Bank intends to act upon this note in reliance upon the agreements herein contained.

Each of the undersigned hereby authorizes any attorney-at-law to appear in any court of record in the State of Ohio or in any state or territory of the United States, after the above obligation becomes due and waive the issuing and service of process and confess a judgment against any one or more or all of the undersigned in favor of any holder of this note, for the amount then appearing due, together with costs of suit, including attorney's fees, and thereupon to waive all errors and all rights of appeal and stay of execution, but no such judgment or judgments against less than all of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more or all of the undersigned against whom judgment has not been obtained hereon. This warrant of attorney to confess judgment is a joint and several warrant of attorney. The undersigned and all endorsers whose names now appear or are hereafter written on this instrument, do severally waive presentment, demand, protest and notice of protest and non-payment hereof.

ADDRESSES. (give complete residential address)

1130 Gulf Road, Elyria, Ohio
2nd R.E.M. on properties located at
128-142 Locust Street, Elyria, Ohio

(EST Form IL-1)

SIGNATURES: (write in full)

- (1) Borrower:
(2) Wife or husband:
(3) Co-maker:

Russell W. Obitts

Statement of Non-Rescission
furnished pursuant to the
Federal Truth-in-Lending Act
and F.R.B. Reg. Z

Dated: January 26, 1971

TO: ELYRIA SAVINGS & TRUST NATIONAL BANK

We/I refer to the contractual obligation arising
from your commitment letter to us/me dated
and accepted by us/me on
pursuant to which you agreed to lend us/me and
we/I agreed to borrow from you the principal
amount of

January 26, 1971

January 26, 1971

\$ 8500.00

to be evidenced by our/my mortgage note and
secured by a mortgage covering real property
identified as 128-142 Locust Street

Elyria

Lorain County, Ohio.

This is to confirm that in connection with the above-mentioned contract,
we/I have received a Disclosure Statement given pursuant to the above-men-
tioned Act and Regulation and have received two copies of a Notice of Right
of Rescission at least five (5) business days prior to the date hereof and
we/I have not rescinded the contract.

Russell W. Altier
Lorain H. Pitts

SPITZER MOTORS OF ELYRIA, INC.

140 E. BRIDGE ST.
ELYRIA, OHIO

RETAIL BUYERS ORDER

PURCHASER

Date

19

ADDRESS

CITY

STATE

COUNTY

ENTER MY ORDER FOR

YR.

MAKE

TYPE

SERIAL

STOCK NO.

What Brought Customer
To S. M.
Prospect For My Trade-In

RED BOOK
VALUE

CASH DELIVERED PRICE

V8-360 AIR

AT Tinted Glass

PS

PB

Remove seat

Wheel Covers 15x16

OPTIONAL EQUIPMENT

TOTAL

USED CAR ALLOWANCE \$

DESCRIPTION OF TRADE-IN

Year

19

Make

Model Type

Stock No.

Serial

EST. BAL. OWED

BAL. OWED TO

VERIFICATION
PAYMENTS

\$ 250.00

CASH CAR DIFFERENCE

SALES TAX ON SELLING PRICE

DELIVERY & HANDLING

New License
or Transfer

Title
Fee

TOTAL CASH DIFFERENCE PRICE

BALANCE OWED ON USED CAR

CASH BALANCE

TOTAL CASH TO BE PAID

BALANCE DUE

INS. WITH

INS. COVERAGE

BAL. IN

MOS. BEGINNING

FINANCE THROUGH

Bal. Financed

Insurance Cost

Finance Cost

Service Charge

GRAND TOTAL

@ \$

@ \$

TOTAL

CREDIT O. K.

THE ABOVE COMPRISES THE ENTIRE AGREEMENT PERTAINING TO THIS PURCHASE AND NO OTHER AGREEMENT OF ANY KIND, VERBAL UNDERSTANDING OR PROMISE WHATSOEVER WILL BE RECOGNIZED.

I agree to pay the balance and accept delivery of vehicle within forty-eight hours after I have been notified that it is ready.

If my used vehicle is not turned in to you at the time this agreement is made, you shall have the right to re-appraise it for trade-in value at the time it is delivered to you, and I warrant the engine block not to be cracked. Failure on my part to take the vehicle, forfeits the down payment as liquidated damages for your expense and efforts in the matter and permits you to otherwise dispose of the vehicle without any liability to me whatsoever.

It is agreed that you will not be held liable for any delay or failure to make delivery through any cause whatsoever.

It is agreed that no warranty, either expressed or implied, is made by you under this order covering said vehicle other than that printed on reverse side.

It is expressly agreed that the legal title of said vehicle shall not pass to me until the full purchase price thereof, plus freight and delivery charges, as above stipulated, have been paid by me.

The price quoted is for immediate delivery, but if the price should be increased by the Manufacturer before vehicle has been assigned to me I agree to pay the difference in price.

I HAVE RECEIVED A COPY OF THIS ORDER, I FULLY UNDERSTAND ALL TERMS AND CONDITIONS SET FORTH HEREIN, AND I CERTIFY THAT I AM 2 YEARS OF AGE OR OLDER.

Buyer's Signature

Address

Employment

Phone

Accepted By

SUBJECT TO FINANCE APPROVAL

THIS IS NOT AN ORDER UNTIL ACCEPTED BY AN OFFICER OF THE COMPANY

PURCHASER'S STATEMENT AND ACCEPTANCE OF MOTOR VEHICLE

PERSONAL

EMPLOYMENT

CREDIT

| 1. CUSTOMER'S NAME (PLEASE PRINT) FIRST-MIDDLE-LAST | | | | | | <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION | | 2. DATE OF BIRTH MO. / DAY / YEAR | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|------------------|---|--|---|--|---|--|--------------------------------|--|--------------|------------------|-----|--|--|----|-----|--|--|----|----------------------------|--|--------------|--|-----|--|--|----|-----|--|--|----|
| 3. MARRIED _____ YEARS <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED | | 4. SPOUSE'S FIRST NAME | | 5. NO. OF DEPENDENTS (INCLUDING SPOUSE) | | 6. SOCIAL SECURITY NO. | | 7. IF MILITARY, SERIAL NUMBER | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. HOME ADDRESS—STREET (OR R. F. D. & BOX NO.) CITY COUNTY STATE ZIP CODE | | | | | | 9. LIVED HERE YRS. MOS. | | 10. TELEPHONE - NUMBER <input type="checkbox"/> OWN <input type="checkbox"/> OTHER | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11. LIVE WITH PARENTS <input type="checkbox"/> YES <input type="checkbox"/> NO | | 12. <input type="checkbox"/> OWN OR <input type="checkbox"/> RENT } MO. PAYMENT \$ | | 13. LANDLORD OR MORTGAGE HOLDER ADDRESS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14. TITLE TO REAL ESTATE IN NAME(S) OF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15. PREVIOUS HOME ADDRESS | | | | | | | | 16. LIVED THERE YRS. MOS. | | | | | | | | | | | | | | | | | | | | | | | | | |
| NEAREST RELATIVE NOT LIVING WITH YOU | | 17. NAME CUSTOMER'S RELATIVE 19. NAME SPOUSE'S RELATIVE | | 18. ADDRESS 20. ADDRESS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21. EMPLOYER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22. EMPLOYER'S ADDRESS | | | | | | | | 23. TYPE OF BUSINESS | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24. POSITION | | 25. BADGE NO. OR DEPT. | | 26. DATE EMPLOYED | | 27. SALARY \$ <input type="checkbox"/> WEEK <input type="checkbox"/> MONTH | | 28. OTHER INCOME \$ <input type="checkbox"/> WEEK <input type="checkbox"/> MONTH | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29. PREVIOUS EMPLOYER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30. PREVIOUS EMPLOYER'S ADDRESS | | | | | | 31. POSITION | | 32. FROM: MONTH / YEAR TO: MONTH / YEAR | | | | | | | | | | | | | | | | | | | | | | | | | |
| 33. SPOUSE'S EMPLOYER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 34. SPOUSE'S EMPLOYER'S ADDRESS | | | | | | | | 35. TYPE OF BUSINESS | | | | | | | | | | | | | | | | | | | | | | | | | |
| 36. POSITION | | 37. BADGE NO. OR DEPT. | | 38. DATE EMPLOYED | | 39. SALARY \$ <input type="checkbox"/> WEEK <input type="checkbox"/> MONTH | | 40. OTHER INCOME \$ <input type="checkbox"/> WEEK <input type="checkbox"/> MONTH | | | | | | | | | | | | | | | | | | | | | | | | | |
| 41. NAME OF BANK ADDRESS <input type="checkbox"/> SAVINGS <input type="checkbox"/> CHECKING | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 42. LAST VEHICLE PURCHASED FROM | | | | | | | | 43. DATE PURCHASED | | | | | | | | | | | | | | | | | | | | | | | | | |
| 44. LAST VEHICLE FINANCED BY ADDRESS | | | | | | | | 45. PRESENT BALANCE \$ | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">INSTALMENT ACCOUNTS (LIST TWO)</th> <th>FIRM ADDRESS</th> <th>MONTHLY PAYMENTS</th> </tr> </thead> <tbody> <tr> <td>46.</td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td>47.</td> <td></td> <td></td> <td>\$</td> </tr> <tr> <th colspan="2">CHARGE ACCOUNTS (LIST TWO)</th> <th>FIRM ADDRESS</th> <th></th> </tr> <tr> <td>48.</td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td>49.</td> <td></td> <td></td> <td>\$</td> </tr> </tbody> </table> | | | | | | | | | | INSTALMENT ACCOUNTS (LIST TWO) | | FIRM ADDRESS | MONTHLY PAYMENTS | 46. | | | \$ | 47. | | | \$ | CHARGE ACCOUNTS (LIST TWO) | | FIRM ADDRESS | | 48. | | | \$ | 49. | | | \$ |
| INSTALMENT ACCOUNTS (LIST TWO) | | FIRM ADDRESS | MONTHLY PAYMENTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 46. | | | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 47. | | | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CHARGE ACCOUNTS (LIST TWO) | | FIRM ADDRESS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 48. | | | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 49. | | | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

In consideration of _____, hereinafter known as **Dealer**, delivering to the undersigned, full possession, custody and control of the _____, Serial No. _____, and other valuable considerations, the undersigned hereby agrees as follows:

(1) To accept full responsibility and liability for the use, operation, maintenance, care, protection, custody, and safe-guarding of said motor vehicle.

(2) To insure said motor vehicle with a licensed and responsible Insurance Company with respect to collision coverage and against any hazards or liabilities arising from its use, operation, control or custody by the undersigned or any other person, firm or corporation.

(3) To forever indemnify and save harmless, **Dealer**, its officers, agents, owners, partners, and employees from any and all legal liability for damages, expenses, legal fees, judgments, and costs growing out of its use, maintenance, or operation by the undersigned, or any other person, including any liability for loss, damage or destruction of said motor vehicle.

The undersigned further agrees and expressly certifies that in accepting the custody, possession and control of said motor vehicle, and in using said motor vehicle, he is not in any manner acting as agent, employee, trustee, salesman, demonstrator, or representative of **Dealer**.

I certify that I have read the foregoing agreement and fully understand it; further, that I have obtained the insurance provided for in paragraph two (2), from _____ and _____

(Agent) (Company)

I warrant the truth and accuracy of the foregoing information and I hereby certify that I am over 21 years of age.

Salesman

Purchaser

INSTALLMENT NOTE AND SECURITY AGREEMENT

1970 International
Tractor

No. _____ \$ _____, 19____

For value received, I or we, jointly and severally promise to pay to the Elyria Savings & Trust National Bank

DOLLARS

at the _____ office of the above named Bank, in _____ monthly installments of \$ _____ each,

and one installment of \$ _____. The first installment to become due and payable on or before the _____ day

of _____, 19____, and one installment to become due and payable on or before the _____ day of each succeeding month until the whole of said indebtedness is paid, with interest from maturity at the rate of eight per cent (8%) per annum. Any unpaid balance may be paid, at any time, without penalty and any unearned finance charge will be refunded based on the rule of 78ths factor method. In the event that maker (s) default (s) on any payment, a charge of five percent (5%) of the payment may be assessed.

To further secure the payment of the _____

owed jointly and severally by the undersigned to the above named Bank, the undersigned hereby grants to said bank a (security interest) (purchase money security interest) in the following collateral:

together with accessions including such as may be substituted by the undersigned. The undersigned warrants that borrower (s) owns and possesses said collateral and that it is free from all encumbrances.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the option of the holder hereof. All parties hereto, whether makers, endorsers, sureties, guarantors or otherwise, hereby waive demand, notice and protest.

Protest, presentment, notice of dishonor, and extension of time for payment are waived by all who become parties to this note, and any such party assents to any substitution, exchange, or release of collateral granted by the holder. The makers, endorsers, and guarantors of this note guarantee to pay all costs of collection if suit is brought thereon.

In case said note or any renewal thereof, or any other debt or obligation secured thereby, or any part thereof, shall not be paid after the same becomes due by the terms thereof, or in the event said Bank deems itself insecure or its security endangered at any time even before maturity of said note, the makers promise whenever required by the holder hereof to increase the amount of security for this obligation until satisfactory to the holder; and, should this security be not increased when so required, or should the makers for any cause whatsoever not make or cause to be made the deposits required by the terms hereof, then this obligation, at the option of the holder, with or without notice, shall become due and payable, whether due according to its face or not. Each of the undersigned hereby assents to the addition of co-makers subsequent to his signature hereto, with or without notice, and agrees that his liability hereon shall not be affected thereby.

For the purpose of enforcing the payment of this obligation, the said holder shall have full power and authority to sell, assign, collect, compromise, transfer, and deliver all of the said collateral, whether original or additional, or so much thereof as may be requisite or as the holder may deem advisable, and apply the proceeds, or so much thereof as may be necessary, to the payment of this note, and the necessary expenses and charges in selling the same, and the balance of the proceeds, if any, to the payment of any other liability of the depositor of the said collateral to the holder, and render the balance, if any, to the depositor of the said collateral.

Such sale may be made wherever the said holder may direct, and may be public, or private, or both, with or without advertisement, and with or without notice to or demand on the makers or the depositors of the said collateral, or any of them, demand and notice being hereby waived, and the said holder may become the purchaser of any or all of the said collateral at any such public sale free from any right of redemption on the part of the undersigned which right is hereby waived and released.

It is understood and agreed, however, that the holder shall not be compelled to resort first to the collateral hypothecated for the security of this obligation, but may at its election require said obligation to be paid by any maker or makers hereon. This note shall bear interest at the rate of eight per cent (8%) per annum after maturity until paid.

Any deposit or other sums at any time credited by or due from said Bank to the undersigned, or any of them, and any securities or other property of the undersigned, or any of them, in the possession of said Bank may at all times be held and treated as additional collateral for the payment of this note and the other liabilities herein referred to and such deposits or sums may at any time be applied or set off against the amount due or to become due. Said Bank shall have no duties as to the collection or protection of the collateral, or of any income thereon, nor as to the preservation of any rights pertaining thereto beyond the safe custody of the collateral. Said Bank may, from time to time, whether before or after any of the liabilities secured hereby shall become due and payable, transfer all or any part of the collateral into the name of said Bank or its nominee, with or without disclosing that such collateral is subject to the security interest granted hereby.

The makers, co-makers, sureties, guarantors, and endorsers hereby waive demand of payment, protest and notice thereof, and authorize and empower any attorney-at-law in their names and behalf or in the name and behalf of any or either of them to appear before any court in the United States at any time after default hereunder and waive process, and service thereof, and without notice confess judgment against them or any or either of them in favor of the holder hereof for the amount that may appear to be due thereon for principal, interest, damages and costs of suit; provided that, no lien obtained by exercising the power to confess judgment herein shall attach to any real property which is used or expected to be used as the principal residence of the maker or makers hereof.

This security interest () does () does not cover after-acquired property and () does () does not secure future indebtedness.

1. Proceeds \$ 15700.00
2. (Other charges, itemized) \$ 0.00
3. Amount Financed (1 + 2) \$ 15700.00
4. FINANCE CHARGE (S)
Interest \$ 1130.00
Credit Life Insurance \$ 0.00
Others (itemize) \$ 0.00
4. TOTAL FINANCE CHARGES \$ 1130.00
ANNUAL PERCENTAGE RATE 13.53 %
5. Total of Payments \$ 17030.00

INSURANCE

Credit Life and/or Disability Insurance () is () is not required to obtain this loan. If not required, it will not be provided unless maker signs below.

I (we) desire () Credit Life and Disability Insurance, () Credit Life Insurance only, at the cost set forth in Item 4 for the term of the loan.

Date _____

Insured Maker's Signature

UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETED EXACT COPY OF THIS INSTRUMENT.

(Address)

(Signature of Borrower)

(City and State)

(Signature of Borrower)

(Telephone No.)

(Zip)

WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOOD, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

NEGOTIABLE NOTE

\$ 4339.68 City Grafton Ohio. Date March 7, 1974 N 15 946977
 FOR VALUE RECEIVED, each undersigned promises to pay to the order of ELYRIA SAVINGS & TRUST NATIONAL
 BANK Four thousand three hundred thirty nine and 68/100 (\$ 4339.68) DOLLARS at the
Elyria office of the above named Bank, in 12 consecutive monthly installments of \$ 361.64
 each, the first installment payable April 15, 1974, and the remaining ones at monthly intervals thereafter.

If this Note, or any part thereof, is not paid at the maturity hereof, whether such maturity be caused by lapse of time or by acceleration, this Note or the part thereof which has matured, as the case may be, shall thereafter draw straight interest at the rate of eight (8) per cent per annum until paid; or at the option of the holder hereof, the holder may collect, and the undersigned promise to pay, late charges computed at the rate of five cents (5c) for each dollar of any monthly installment shown above which is not paid on or before ten (10) days after the due date thereof, which late charge, if imposed and collected by the holder hereof, shall be in lieu of such eight (8) per cent straight interest on the applicable installment.

In the event of (a) any default in the payment of any installment of this Note as herein agreed, or (b) any default under any Security Agreement pertaining to this Note, or (c) the death of any endorser hereunder or the dissolution of or beginning of any action to dissolve any partnership or corporation if said endorser is a partnership or a corporation (other than one endorsing without recourse), or (d) any proceeding being commenced by or against any of the undersigned or any endorser hereof (other than one endorsing without recourse) under the Bankruptcy Act or under any other present or future State or Federal insolvency laws, or (e) the holder hereof deeming itself insecure for any reason whatsoever, then this Note immediately shall become due at the option of the holder hereof without demand or notice. Each undersigned and each endorser hereof waives demand for payment and protest of this Note.

Each undersigned and each endorser hereof agrees and consents that, without notice and without affecting their liability hereon, the holder is authorized to: (a) cause the signature of one or more additional makers and/or endorsers to be added hereto at any time or times; (b) at any time or times extend the time of payment of this Note in whole or part; (c) sell, exchange, surrender or otherwise deal with collateral now or hereafter securing this Note; (d) modify, waive, supplement or otherwise change the terms of any Security Agreement pertaining to this Note; (e) detach this Note from the Security Agreement.

This Note shall be governed by and construed in accordance with the laws of the State of Ohio in all respects, including matters of construction, validity and performance. Each undersigned individual represents to the holder hereof that (s) he is at least 21 years of age. The undersigned, when more than one, shall be jointly and severally liable hereon.

The makers, co-makers, sureties, guarantors, and endorsers hereby waive demand of payment, protest and notice thereof, and authorize and empower any attorney-at-law in their names and behalf or in the name and behalf of them or any of them to appear before any court in the United States at any time after default hereunder and waive process, and service thereof, and without notice confess judgment against them or any of them in favor of the holder hereof for the amount that may appear to be due thereon for principal, interest, damages and costs of suit; provided that, no lien obtained by exercising the power to confess judgment herein shall attach to any real property which is used or expected to be used as the principal residence of the maker or makers hereof, and thereupon to waive all errors, right of appeal and stay of execution. This is a joint and several warrant of attorney.

"WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."

(Addresses) 31756 Middleboro, Lavonia, Michigan

1974 Ply. 4 Dr. HT

Signature of Debtor

James C. Freeman
 O Bitts Chemical

James C. Freeman, General Manager

James C. Freeman

SECURITY AGREEMENT

From

Obdtt Chemical

TO

ELYRIA SAVINGS & TRUST
NATIONAL BANK
ELYRIA, OHIO

Filed 19.....

ELYRIA SAVINGS & TRUST
NATIONAL BANK
ELYRIA, OHIO

AGREEMENT

(FF)

SECURITY AGREEMENT AND DISCLOSURE STATEMENT

To further secure the payment of 4339.68 Dollars owed jointly and severally by the under-
signed to Ely. Sav. & Trust. National (Bank) of Elyria, Ohio (address), as evidenced by a note
of even date, the undersigned hereby grant to Bank a purchase money security interest in the following motor vehicle:

| ONE | MAKE | No. of Cylinders | Body Type (If Truck, Give Tonnage) | Color | MODEL | NEW or USED | YEAR | SERIAL NUMBER | KEY NUMBER |
|-----|-----------------|---------------------|---------------------------------------|--------------|-----------------|----------------|-------------|----------------------|---------------|
| | <u>Plymouth</u> | <u>8</u> | <u>4 door hardtop</u> | <u>Brown</u> | <u>Fury III</u> | <u>New</u> | <u>1974</u> | <u>PH4 K4F156527</u> | |

And Special Equipment Checked

☒ Radio ☒ Heater ☒ Automatic Transmission ☐ Overdrive ☒ Power Steering ☒ Power Brakes ☐ Window Lifts ☒ Air Conditioner ☐ Other (Specify)

together with accessories and equipment, including such as may be substituted by the undersigned Debtor (herein such property is collectively called "Vehicle"). Debtor warrants that Debtor owns and lawfully possesses the Vehicle and that it is free from all encumbrances. This Security Agreement incorporates the terms below and on the reverse side hereof.

- (1) Proceeds to debtor 4066.00
- (2) Insurance premiums & other charges (No insurance coverage unless premium shown and box checked):
 - (a) Credit Insurance for Term Agreement ☒ \$ 28.21
 - (b) Credit, Accident & Health ☐ \$
 - (c) Cost of Property Insurance ☐ \$

Comprehensive or Fire & Theft & ACV ☐

\$ Deductible Collision ☐

Term Months

(DEBTOR MAY CHOOSE PERSON THROUGH WHICH ABOVE INSURANCE IS TO BE OBTAINED, IF DEBTOR SO CHOOSES, NAME OF PERSON IS)
 - (d) Other charges (Itemize): ☐ \$
- (3) Unpaid Balance-Amount Financed [Item (1) + Item (2)] 4094.21
THIS FINANCE CHARGE COMPUTED FROM TIME NOTE IS SIGNED AND DATED.
- (4) Finance Charge 245.47
ANNUAL PERCENTAGE RATE 10.90%
- (5) Total of payments 4339.68
[Item (3) + (4)]

The Time Balance Total of Payments [Item (5)], Debtor promises to pay to Elyria Savings & Trust National Bank in 12 monthly installments of \$ 361.64 each and a final installment of \$ 361.64, the first installment to be paid on April 15, 19 74, and one installment on the 15th day of each successive month thereafter until paid. No. 15

THE PURCHASE OF CREDIT LIFE, ACCIDENT AND HEALTH COVERAGES ARE NOT REQUIRED FOR CREDIT.

I WANT THE COVERAGE (S) CHECKED FOR THE PREMIUMS SHOWN TO THE LEFT.

James C. Freeman (Signature of Debtor) 3/2/74 (Date)

GROUP CREDITOR INSURANCE (S), IF CHECKED IN ITEM 2 (a) AT THE LEFT, COVERS ONLY DEBTOR SIGNING ABOVE.

DEFAULT CHARGES: In the event deposits are not made promptly as agreed, at the option of the holder hereof any payment not paid within **ten (10)** days after due a late charge in the amount of **five (5)** per cent of such payment or \$3, whichever is less, shall be charged.

PREPAYMENT REBATE: Credit on prepayment shall be computed by deducting an acquisition charge of **\$10.00** from the **Finance Charge** and multiplying the remainder by the Rule of 78ths factor.

WILL VEHICLE BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES? () YES () NO

Debtor agrees that Vehicle shall be located at his address above given unless otherwise stated herein.

UNDERSIGNED ACKNOWLEDGE(S) RECEIPT AFTER SIGNING OF AN EXACT COPY OF ATTACHED SECURITY AGREEMENT AND DISCLOSURE STATEMENT COMPLETELY FILLED IN.

(1) James C. Freeman (Debtor Sign Here) (L.S.)

(2) James C. Freeman (Debtor Sign Here) (L.S.)

MC. REC'D
CHAS. J. JEFFERSON

YSC021 14 07 1974 MC. REC'D EXHIBIT 44-38785-100-1

1. Title to and a security interest in the Vehicle and all equipment at any time added thereto shall remain and vest in Holder until all sums due and to grow due hereunder shall be fully paid in cash by Debtor and Debtor has performed all conditions hereunder. As evidence of such passage of title and upon discharge of all obligations under this agreement by Debtor, Holder hereof will deliver to Debtor the title papers executed in connection with said vehicle with proper evidence of satisfaction of agreement, in accordance with the laws of the State of Ohio.

Risk of loss of, injury to, or destruction of the motor vehicle shall be at all times in the Debtor and the Debtor's obligation to pay the purchase price shall be in no way impaired by such loss, injury or destruction.

2. Debtor shall keep the Vehicle insured against fire, theft and collision for the full term of this agreement for the dual protection of Debtor and Holder to the extent of their interests therein. If Debtor fails (after exercising privilege) to supply insurance on the Vehicle or is unable to acquire insurance or Holder is unable to purchase dual protection insurance, Debtor shall purchase a single interest insurance policy on the motor vehicle and Debtor shall pay the premium therefor to the Holder on demand (or, if Holder permits, in equal installments concurrently with the installments of the unpaid balance then remaining payable hereunder) and until such full payment, the amount of said premium unpaid shall constitute an additional part of the obligation to be paid under this agreement. Debtor hereby assigns to Holder, all moneys payable by insurance companies (return premiums, claim payments, etc.) not in excess of the unpaid balance hereunder, with right in Holder to take all steps with respect thereto which Debtor might have taken save for this assignment and apply such funds in reduction of the unpaid balance outstanding on this agreement, if same are not used to buy replacement insurance and hereby appoints Holder as Debtor's attorney-in-fact to settle insurance claims and endorse all drafts received from insurance carriers.

3. No other extension of credit exists, or is to be made, in connection with this loan. Holder is hereby authorized to correct any and all patent errors in the typewritten or handwritten portions of this agreement and the related note.

4. Waiver of or acquiescence in any default by Holder shall not constitute waiver of any subsequent or other default and all rights and remedies hereunder are cumulative and not alternative. Time is the essence of this agreement.

5. Default shall exist hereunder (1) if Debtor shall fail to pay any part of the amount secured hereby when due or fail to increase the value of the security for the related note monthly as agreed; or (2) if Debtor shall attempt to (a) remove or allow removal of the vehicle from the address where Debtor now resides, (b) conceal or attempt to conceal or sell, encumber or otherwise dispose of this agreement or any interest therein or the Vehicle or any interest therein, (c) hire out or let the Vehicle, (d) carry passengers in the Vehicle for hire, (e) misuse or abuse the Vehicle, or (f) use or allow the use of the Vehicle in connection with any undertaking prohibited by law, or (3) if bankruptcy or insolvency proceedings shall be instituted by or against Debtor, or (4) if the Vehicle shall be attached, levied upon, seized in any legal proceedings, or held by virtue of any lien or distress, or (5) if Debtor shall make any assignment for the benefit of creditors, or (6) if Debtor shall fail to pay promptly all taxes and assessments upon the Vehicle or the use thereof, or (7) if the operator's license of Debtor or the registration certificate issued for the Vehicle shall be suspended or revoked, or (8) if Debtor or any guarantor for Debtor hereof shall die, or (9) if the Vehicle is damaged or permitted to remain in a damaged condition for one month after the occurrence of accident causing said damage, or (10) if Debtor shall fail to keep the Vehicle insured as hereinabove provided, or (11) if any statement in the Debtor's "Credit Statements" which are the inducement for this loan prove to the satisfaction of the Holder to be untrue.

In the event of default or the breach of any undertaking or condition to be performed by Debtor (1) the entire unpaid balance secured hereby shall, at the option of Holder, become immediately due and payable, and (2) Debtor agrees upon demand to deliver the Vehicle to Holder, or Holder may, with or without legal process, and with or without previous notice or demand for performance, enter any premises wherein the Vehicle may be, and take possession of the same, together with anything therein.

Holder may retain the goods as its property or may sell the Vehicle pursuant to the statutes of Ohio whereupon Debtor agrees to pay any deficiency on demand.

While removing the Vehicle from point of repossession to Holder's place of storage, Holder may use Debtor's license plates.

Debtor agrees to send notice by registered mail to the Holder hereof within twenty-four hours after repossession if Debtor claims any articles not included herein were contained in the Vehicle at the time of repossession, and agrees that failure to do so shall be a waiver of and bar to any subsequent claim therefor.

6. Any provision hereof which may prove unenforceable shall not affect the validity of any other provision of this agreement.

7. This agreement shall be interpreted according to the laws of the State of Ohio and all rights and remedies are governed by said law.

Date 3-8-74
RECORDED
CLERK
44-38785-100-1

County Lorain

Number

FORM T-610

CONSUMER'S SALES
OR USE TAX RETURN

PRESCRIBED BY THE
TAX COMMISSIONER

ON March 14, 19 75 Certificate of Title No. 471448059
~~67A88375~~
covering the motor vehicle described below, was filed with the Clerk of Courts.

PURCHASER Name Changed from Obitts Chemical DATE OF PURCHASE
Company to Chemical Recovery Systems, Inc.

ADDRESS IN FULL

142 Locust Street, Elyria, Ohio 44035

YEAR 1974

Mfr's Serial No. PH43 K4F 156527

MAKE Plymouth

MODEL

Fury 111 PH43

BODY TYPE 4 Dr. HT

4F 156527

SELLER

NAME CHANGE ONLY

ADDRESS IN FULL

NOTE: The tax is to be computed on the full purchase price of the motor vehicle. No deduction is allowable for the trade-in value of any other item of property. If the tax is not applicable, purchaser must state basis for exemption: NamesChange Only.

| | | |
|----------------------------------|---------------|--------------------|
| PRICE IN FULL | SALES TAX DUE | USE TAX DUE \$ |
| \$ | \$ | *CREDIT ALLOWED \$ |
| * CREDIT REPRESENTS TAX PAID TO: | | USE TAX PAID \$ |

CITY

COUNTY

STATE

Condition of Vehicle: ☐ Good ☐ Fair ☐ Wrecked

If the motor vehicle was purchased outside Ohio, or through a casual sales transaction in Ohio, the purchaser must execute the following sworn statement.

I have examined this return and swear that same is true to the best of my knowledge and belief.

PURCHASER'S SIGNATURE

Sworn to before me and subscribed in my presence this _____ day of

19

CLERK OF COURTS, DEPUTY, OR NOTARY PUBLIC

FOR COMPLETION BY CLERK OF COURTS

Amount of credit allowance verified for sales or use tax paid in another state \$

Payment received by clerk of courts:

Amount: Date: By:

ORIGINAL (WHITE) COPY WITH REMITTANCE TO CLERK OF COURTS FOR TRANSMISSION TO TREASURER OF STATE; DUPLICATE (SALMON) RETAINED BY CLERK OF COURTS; TRIPLICATE (BLUE) TO CONSUMER.

| | | | | | | | |
|---|--|----------------------|--|--|--|---------|--|
| PURCHASER | | Date | | 19 | | | |
| ADDRESS | | CITY | | STATE | | COUNTY | |
| ENTER MY ORDER FOR | | YR. | | MAKE | | TYPE | |
| SERIAL NO. | | STOCK NO. | | | | | |
| <div>What Brought Customer To S. M. Prospect For My Trade-In</div> <div>RED BOOK VALUE</div> <div>CONSENT IS HEREBY GIVEN TO ATTACH A SPITZER NAMEPLATE BY DRILLING THREE HOLES IN THIS VEHICLE</div> | | CASH DELIVERED PRICE | | 7000 | | 5072 | |
| | | | | 157.50 | | | |
| | | | | 759.90 | | | |
| | | | | 161.25 | | | |
| | | OPTIONAL EQUIPMENT | | | | | |
| | | TOTAL | | 6150.50 | | | |
| USED CAR ALLOWANCE \$ | | | | \$ 3100.00 | | 3100 | |
| DESCRIPTION OF TRADE-IN | | | | | | | |
| Year 74 Make Plymouth | | | | | | | |
| Model Type Dodge III 4dr Hlep | | | | | | | |
| Stock No. Serial | | | | CASH CAR DIFFERENCE | | 3050.50 | |
| Accident Damaged Repaired | | | | SALES TAX ON SELLING PRICE | | 246 | |
| | | | | DELIVERY & HANDLING | | 37.50 | |
| EST. BAL. OWED | | | | New License 1.50 Title Fee 10.00 | | 11.50 | |
| BAL. OWED TO | | | | TOTAL CASH DIFFERENCE PRICE | | 3355.50 | |
| VERIFICATION | | | | BALANCE OWED ON USED CAR | | | |
| PAYMENTS | | | | CASH BALANCE | | 3355.50 | |
| | | | | TOTAL CASH TO BE PAID | | | |
| | | | | BALANCE DUE | | | |
| INS. WITH | | INS. COVERAGE | | | | | |
| BAL. IN | | MOS. BEGINNING | | FINANCE THROUGH | | | |
| Bal. Financed | | | | <p>THE ABOVE COMPRISES THE ENTIRE AGREEMENT PERTAINING TO THIS PURCHASE AND NO OTHER AGREEMENT OF ANY KIND, VERBAL UNDERSTANDING OR PROMISE WHATSOEVER WILL BE RECOGNIZED.</p> <p>I agree to pay the balance and accept delivery of vehicle within forty-eight hours after I have been notified that it is ready.</p> <p>If my used vehicle is not turned in to you at the time this agreement is made, you shall have the right to re-appraise it for trade-in value at the time it is delivered to you, and I warrant the engine block not to be cracked. Failure on my part to take the vehicle, forfeits the down payment as liquidated damages for your expense and efforts in the matter and permits you to otherwise dispose of the vehicle without any liability to me whatsoever.</p> <p>It is agreed that you will not be held liable for any delay or failure to make delivery through any cause whatsoever.</p> <p>It is agreed that no warranty, either expressed or implied, is made by you under this order covering said vehicle other than that printed on reverse side.</p> <p>It is expressly agreed that the legal title of said vehicle shall not pass to me until the full purchase price thereof, plus freight and delivery charges, as above stipulated, have been paid by me.</p> <p>The price quoted is for immediate delivery, but if the price should be increased by the Manufacturer before vehicle has been assigned to me I agree to pay the difference in price.</p> <p>I HAVE RECEIVED A COPY OF THIS ORDER, I FULLY UNDERSTAND ALL TERMS AND CONDITIONS SET FORTH HEREIN, AND I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER.</p> | | | |
| Insurance Cost | | | | | | | |
| Finance Cost | | | | | | | |
| Service Charge | | | | | | | |
| GRAND TOTAL | | | | | | | |
| @ \$ | | | | | | | |
| @ \$ | | | | | | | |
| TOTAL | | | | | | | |
| CREDIT O. K. | | | | | | | |

Accepted By _____ SALESMAN

Buyer's Signature X _____

Address _____ Phone _____

SUBJECT TO FINANCE APPROVAL

Employment _____

THIS IS NOT AN ORDER UNTIL ACCEPTED BY AN OFFICER OF THE COMPANY

PURCHASER'S STATEMENT AND ACCEPTANCE OF MOTOR VEHICLE

| PERSONAL | | | | | | | | | |
|--|--|--|--|---|-------------|---|--|--|--|
| 1. CUSTOMER'S NAME (PLEASE PRINT) FIRST-MIDDLE-LAST | | | | | | <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION | | 2. DATE OF BIRTH MO. / DAY / YEAR | |
| 3. <input type="checkbox"/> MARRIED _____ YEARS <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED | | 4. SPOUSE'S FIRST NAME | | 5. NO. OF DEPENDENTS (INCLUDING SPOUSE) | | 6. SOCIAL SECURITY NO. | | 7. IF MILITARY, SERIAL NUMBER | |
| 8. HOME ADDRESS—STREET (OR R. F. D. & BOX NO.) | | | | CITY | | STATE | | ZIP CODE | |
| 9. LIVED HERE | | | | YRS. | | MO. | | 10. TELEPHONE - NUMBER <input type="checkbox"/> OWN <input type="checkbox"/> OTHER | |
| 11. LIVE WITH PARENTS <input type="checkbox"/> YES <input type="checkbox"/> NO | | 12. <input type="checkbox"/> OWN OR <input type="checkbox"/> RENT \$ | | 13. LANDLORD OR MORTGAGE HOLDER | | ADDRESS | | | |
| 14. TITLE TO REAL ESTATE IN NAME(S) OF | | | | | | | | | |
| 15. PREVIOUS HOME ADDRESS | | | | | | | | 16. LIVED THERE YRS. MOS. | |
| NEAREST RELATIVE NOT LIVING WITH YOU | | 17. NAME CUSTOMER'S RELATIVE | | | 18. ADDRESS | | | | |
| | | 19. NAME SPOUSE'S RELATIVE | | | 20. ADDRESS | | | | |
| 21. EMPLOYER | | | | | | | | | |
| 22. EMPLOYER'S ADDRESS | | | | | | | | 23. TYPE OF BUSINESS | |
| 24. POSITION | | 25. BADGE NO. OR DEPT. | | 26. DATE EMPLOYED | | 27. SALARY <input type="checkbox"/> WEEK <input type="checkbox"/> MONTH | | 28. OTHER INCOME <input type="checkbox"/> WEEK <input type="checkbox"/> MONTH | |
| 29. PREVIOUS EMPLOYER | | 30. PREVIOUS EMPLOYER'S ADDRESS | | 31. POSITION | | 32. FROM: MONTH / YEAR | | TO: MONTH / YEAR | |
| 33. SPOUSE'S EMPLOYER | | | | | | | | | |
| 34. SPOUSE'S EMPLOYER'S ADDRESS | | | | | | | | 35. TYPE OF BUSINESS | |
| 36. POSITION | | 37. BADGE NO. OR DEPT. | | 38. DATE EMPLOYED | | 39. SALARY <input type="checkbox"/> WEEK <input type="checkbox"/> MONTH | | 40. OTHER INCOME <input type="checkbox"/> WEEK <input type="checkbox"/> MONTH | |
| 41. NAME OF BANK | | | | ADDRESS | | | | <input type="checkbox"/> SAVINGS <input type="checkbox"/> CHECKING | |
| 42. LAST VEHICLE PURCHASED FROM | | | | | | | | 43. DATE PURCHASED | |
| 44. LAST VEHICLE FINANCED BY | | | | | | | | 45. PRESENT BALANCE \$ | |
| CREDIT REFERENCES | | | | | | | | | |
| 46. INSTALMENT ACCOUNTS (LIST TWO) | | | | FIRM ADDRESS | | | | MONTHLY PAYMENTS | |
| 47. | | | | | | | | \$ | |
| 48. CHARGE ACCOUNTS (LIST TWO) | | | | FIRM ADDRESS | | | | \$ | |
| 49. | | | | | | | | \$ | |

In consideration of _____, hereinafter known as **Dealer**, delivering to the undersigned, full possession, custody and control of the _____, Serial No. _____, and other valuable considerations, the undersigned hereby agrees as follows:

(1) To accept full responsibility and liability for the use, operation, maintenance, care, protection, custody, and safe-guarding of said motor vehicle.

(2) To insure said motor vehicle with a licensed and responsible Insurance Company with respect to collision coverage and against any hazards or liabilities arising from its use, operation, control or custody by the undersigned or any other person, firm or corporation.

(3) To forever indemnify and save harmless, **Dealer**, its officers, agents, owners, partners, and employees from any and all legal liability for damages, expenses, legal fees, judgments, and costs growing out of its use, maintenance, or operation by the undersigned, or any other person, including any liability for loss, damage or destruction of said motor vehicle.

The undersigned further agrees and expressly certifies that in accepting the custody, possession and control of said motor vehicle, and in using said motor vehicle, he is not in any manner acting as agent, employee, trustee, salesman, demonstrator, or representative of **Dealer**.

I certify that I have read the foregoing agreement and fully understand it; further, that I have obtained the insurance provided for in paragraph two (2), from _____ and _____

(Agent) (Company)

I warrant the truth and accuracy of the foregoing information and I hereby certify that I am over 18 years of age.

Salesman

Purchaser

INSTALLMENT NOTE AND SECURITY AGREEMENT

No. 15 105818 705791

January 5, 1973
\$ 5649.43
DOLLARS
TRUST NATIONAL BANK
MAIN OFFICE

For value received, I or we, jointly and severally promise to pay to the Elyria Savings & Trust National Bank

FIVE THOUSAND SIX HUNDRED FORTY NINE and 48/100

DOLLARS

at the Main office of the above named Bank, in 36 monthly installments of \$156.93 each, and one installment of \$11.20. The first installment to become due and payable on or before the 15th day

of February 7, 1973, and one installment to become due and payable on or before the 15th day of each succeeding month until the whole of said indebtedness is paid, with interest from maturity at the rate of eight per cent (8%) per annum. Any unpaid balance may be paid, at any time, without penalty and any unearned finance charge will be refunded based on the rule of 78ths factor method. In the event that maker (s) default (s) on any payment, a charge of five percent (5%) of the payment may be assessed.

To further secure the payment of the

FIVE THOUSAND SIX HUNDRED FORTY NINE and 48/100 (\$ 5649.43) Dollars owed jointly and severally by the undersigned to the above named Bank, the undersigned hereby grants to said bank a (security interest) (purchase money security interest) in the following collateral:

1973 Dodge Royal Spts Wagon Serial #B24AF3X046775 Model B20 Mtr. #3X046775

together with accessions including such as may be substituted by the undersigned. The undersigned warrants that borrower (s) owns and possesses said collateral and that it is free from all encumbrances.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the option of the holder hereof. All parties hereto, whether makers, endorsers, sureties, guarantors or otherwise, hereby waive demand, notice and protest.

Protest, presentment, notice of dishonor, and extension of time for payment are waived by all who become parties to this note, and any such party assents to any substitution, exchange, or release of collateral granted by the holder. The makers, endorsers, and guarantors of this note guarantee to pay all costs of collection if suit is brought thereon.

In case said note or any renewal thereof, or any other debt or obligation secured thereby, or any part thereof, shall not be paid after the same becomes due by the terms thereof, or in the event said Bank deems itself insecure or its security endangered at any time even before maturity of said note, the makers promise whenever required by the holder hereof to increase the amount of security for this obligation until satisfactory to the holder; and, should this security be not increased when so required, or should the makers for any cause whatsoever not make or cause to be made the deposits required by the terms hereof, then this obligation, at the option of the holder, with or without notice, shall become due and payable, whether due according to its face or not. Each of the undersigned hereby assents to the addition of co-makers subsequent to his signature hereto, with or without notice, and agrees that his liability hereon shall not be affected thereby.

For the purpose of enforcing the payment of this obligation, the said holder shall have full power and authority to sell, assign, collect, compromise, transfer, and deliver all of the said collateral, whether original or additional, or so much thereof as may be requisite or as the holder may deem advisable, and apply the proceeds, or so much thereof as may be necessary, to the payment of this note, and the necessary expenses and charges in selling the same, and the balance of the proceeds, if any, to the payment of any other liability of the depositor of the said collateral to the holder, and render the balance, if any, to the depositor of the said collateral.

Such sale may be made wherever the said holder may direct, and may be public, or private, or both, with or without advertisement, and with or without notice to or demand on the makers or the depositors of the said collateral, or any of them, demand and notice being hereby waived, and the said holder may become the purchaser of any or all of the said collateral at any such public sale free from any right of redemption on the part of the undersigned which right is hereby waived and released.

It is understood and agreed, however, that the holder shall not be compelled to resort first to the collateral hypothecated for the security of this obligation, but may at its election require said obligation to be paid by any maker or makers hereon. This note shall bear interest at the rate of eight per cent (8%) per annum after maturity until paid.

Any deposit or other sums at any time credited by or due from said Bank to the undersigned, or any of them, and any securities or other property of the undersigned, or any of them, in the possession of said Bank may at all times be held and treated as additional collateral for the payment of this note and the other liabilities herein referred to and such deposits or sums may at any time be applied or set off against the amount due or to become due. Said Bank shall have no duties as to the collection or protection of the collateral, or of any income thereon, nor as to the preservation of any rights pertaining thereto beyond the safe custody of the collateral. Said Bank may, from time to time, whether before or after any of the liabilities secured hereby shall become due and payable, transfer all or any part of the collateral into the name of said Bank or its nominee, with or without disclosing that such collateral is subject to the security interest granted hereby.

The makers, co-makers, sureties, guarantors, and endorsers hereby waive demand of payment, protest and notice thereof, and authorize and empower any attorney-at-law in their names and behalf or in the name and behalf of any or either of them to appear before any court in the United States at any time after default hereunder and waive process, and service thereof, and without notice confess judgment against them or any or either of them in favor of the holder hereof for the amount that may appear to be due thereon for principal, interest, damages and costs of suit; provided that, no lien obtained by exercising the power to confess judgment herein shall attach to any real property which is used or expected to be used as the principal residence of the maker or makers hereof.

This security interest ☒ does () does not cover after-acquired property and ☒ does () does not secure future indebtedness.

1. Proceeds \$4763.60

2. A & H Insurance \$ n. a.
(Other charges, itemized)

3. Amount Financed (1 + 2) \$4763.60

4. FINANCE CHARGE (S)

Interest \$865.88
n. a.

~~Credit Life Insurance~~ Loan fee \$10.00

Others (itemized) Billing fee \$10.00

Credit report fee n. a.

Appraisal fee n. a.

4. TOTAL FINANCE CHARGES \$885.88

Credit Life Ins. 11.20 a.

ANNUAL PERCENTAGE RATE 11.20 %

5. Total of Payments \$5649.48

142 Locust Street

(Address)

Elyria, Ohio

(City and State)

323-3275

(Telephone No.)

44035

(Zip)

INSURANCE

Credit Life and/or Disability Insurance () is ☒ is not required to obtain this loan. If not required, it will not be provided unless maker signs below.

I (we) desire () Credit Life and Disability Insurance, () Credit Life Insurance only, at the cost set forth in Item 4 for the term of the loan.

Date

Insured Maker's Signature

UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETED EXACT COPY OF THIS INSTRUMENT.

Russell W. Obitts
(Signature of Borrower)

OBITTS CHEMICAL CO.

Russell W. Obitts - Pres.
(Signature of Borrower)

WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOOD, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

SDMS US EPA REGION V
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| | |
|------------------------------|---|
| SITE NAME | CHEMICAL RECOVERY |
| DOC ID # | 147467 |
| DESCRIPTION OF ITEM(S) | INSTALLMENT NOTE & SECURITY AGREEMENT |
| PRP | RMD-CHEMICAL RECOVERY |
| DOCUMENT VARIATION | ___ COLOR OR <u> X </u> RESOLUTION |
| DATE OF ITEM(S) | 8/13/71 & 3/12/73 |
| NO. OF ITEMS | 2 |
| PHASE | ENFORCEMENT |
| OPERABLE UNITS | |
| LOCATION | Box #___ Folder #___ Subsection ___ |
| PHASE (AR DOCUMENTS ONLY) | ___ Remedial ___ Removal ___ Deletion Docket ___ Original ___ Update # ___ Volume ___ of ___ |
| COMMENT(S) | |
| FOLDER M-35 | |

INSTALLMENT NOTE AND SECURITY AGREEMENT

1970 International
Tractor

No. _____ \$ _____, 1971

For value received, I or we, jointly and severally promise to pay to the Elyria Savings & Trust National Bank

_____ DOLLARS

at the _____ office of the above named Bank, in _____ monthly installments of \$ _____ each,

and one installment of \$ _____. The first installment to become due and payable on or before the _____ day

of _____, 19____, and one installment to become due and payable on or before the _____ day of each succeeding month until the whole of said indebtedness is paid, with interest from maturity at the rate of eight per cent (8%) per annum. Any unpaid balance may be paid, at any time, without penalty and any unearned finance charge will be refunded based on the rule of 78ths factor method. In the event that maker (s) default (s) on any payment, a charge of five percent (5%) of the payment may be assessed.

To further secure the payment of the _____

_____ (\$ _____) Dollars owed jointly and severally by the undersigned to the above named Bank, the undersigned hereby grants to said bank a (security interest) (purchase money security interest) in the following collateral:

together with accessions including such as may be substituted by the undersigned. The undersigned warrants that borrower (s) owns and possesses said collateral and that it is free from all encumbrances.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the option of the holder hereof. All parties hereto, whether makers, endorsers, sureties, guarantors or otherwise, hereby waive demand, notice and protest.

Protest, presentment, notice of dishonor, and extension of time for payment are waived by all who become parties to this note, and any such party assents to any substitution, exchange, or release of collateral granted by the holder. The makers, endorsers, and guarantors of this note guarantee to pay all costs of collection if suit is brought thereon.

In case said note or any renewal thereof, or any other debt or obligation secured thereby, or any part thereof, shall not be paid after the same becomes due by the terms thereof, or in the event said Bank deems itself insecure or its security endangered at any time even before maturity of said note, the makers promise whenever required by the holder hereof to increase the amount of security for this obligation until satisfactory to the holder; and, should this security be not increased when so required, or should the makers for any cause whatsoever not make or cause to be made the deposits required by the terms hereof, then this obligation, at the option of the holder, with or without notice, shall become due and payable, whether due according to its face or not. Each of the undersigned hereby assents to the addition of co-makers subsequent to his signature hereto, with or without notice, and agrees that his liability hereon shall not be affected thereby.

For the purpose of enforcing the payment of this obligation, the said holder shall have full power and authority to sell, assign, collect, compromise, transfer, and deliver all of the said collateral, whether original or additional, or so much thereof as may be requisite or as the holder may deem advisable, and apply the proceeds, or so much thereof as may be necessary, to the payment of this note, and the necessary expenses and charges in selling the same, and the balance of the proceeds, if any, to the payment of any other liability of the depositor of the said collateral to the holder, and render the balance, if any, to the depositor of the said collateral.

Such sale may be made wherever the said holder may direct, and may be public, or private, or both, with or without advertisement, and with or without notice to or demand on the makers or the depositors of the said collateral, or any of them, demand and notice being hereby waived, and the said holder may become the purchaser of any or all of the said collateral at any such public sale free from any right of redemption on the part of the undersigned which right is hereby waived and released.

It is understood and agreed, however, that the holder shall not be compelled to resort first to the collateral hypothecated for the security of this obligation, but may at its election require said obligation to be paid by any maker or makers hereon. This note shall bear interest at the rate of eight per cent (8%) per annum after maturity until paid.

Any deposit or other sums at any time credited by or due from said Bank to the undersigned, or any of them, and any securities or other property of the undersigned, or any of them, in the possession of said Bank may at all times be held and treated as additional collateral for the payment of this note and the other liabilities herein referred to and such deposits or sums may at any time be applied or set off against the amount due or to become due. Said Bank shall have no duties as to the collection or protection of the collateral, or of any income thereon, nor as to the preservation of any rights pertaining thereto beyond the safe custody of the collateral. Said Bank may, from time to time, whether before or after any of the liabilities secured hereby shall become due and payable, transfer all or any part of the collateral into the name of said Bank or its nominee, with or without disclosing that such collateral is subject to the security interest granted hereby.

The makers, co-makers, sureties, guarantors, and endorsers hereby waive demand of payment, protest and notice thereof, and authorize and empower any attorney-at-law in their names and behalf or in the name and behalf of any or either of them to appear before any court in the United States at any time after default hereunder and waive process, and service thereof, and without notice confess judgment against them or any or either of them in favor of the holder hereof for the amount that may appear to be due thereon for principal, interest, damages and costs of suit; provided that, no lien obtained by exercising the power to confess judgment herein shall attach to any real property which is used or expected to be used as the principal residence of the maker or makers hereof.

This security interest () does () does not cover after-acquired property and () does () does not secure future indebtedness.

1. Proceeds _____ \$ _____

2. _____ \$ _____
(Other charges, itemized)

3. Amount Financed (1 + 2) _____ \$ _____

4. FINANCE CHARGE (\$)

Interest \$ _____

Credit Life Insurance \$ _____

Others (itemize) \$ _____

_____ \$ _____

4. TOTAL FINANCE CHARGES _____ \$ _____

ANNUAL PERCENTAGE RATE _____ %

5. Total of Payments _____ \$ _____

(Address)

(City and State)

(Telephone No.)

(Zip)

INSURANCE

Credit Life and/or Disability Insurance () is () is not required to obtain this loan. If not required, it will not be provided unless maker signs below.

I (we) desire () Credit Life and Disability Insurance, () Credit Life Insurance only, at the cost set forth in Item 4 for the term of the loan.

Date _____

Insured Maker's Signature

UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETED EXACT COPY OF THIS INSTRUMENT.

(Signature of Borrower)

(Signature of Borrower)

WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOOD, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

INSTALLMENT NOTE AND SECURITY AGREEMENT

No. _____ \$ _____

For value received, I or we, jointly and severally promise to pay to the Elyria Savings & Trust National Bank _____, 19_____

DOLLARS

at the _____ office of the above named Bank, in _____ monthly installments of \$_____ each, and one installment of \$_____. The first installment to become due and payable on or before the _____ day

of _____, 19_____, and one installment to become due and payable on or before the _____ day of each succeeding month until the whole of said indebtedness is paid, with interest from maturity at the rate of eight per cent (8%) per annum. Any unpaid balance may be paid, at any time, without penalty and any unearned finance charge will be refunded based on the rule of 78ths factor method. In the event that maker (s) default (s) on any payment, a charge of five percent (5%) of the payment may be assessed.

To further secure the payment of the _____ (\$_____) Dollars owed jointly and severally by the undersigned to the above named Bank, the undersigned hereby grants to said bank a (security interest) (purchase money security interest) in the following collateral:

together with accessions including such as may be substituted by the undersigned. The undersigned warrants that borrower (s) owns and possesses said collateral and that it is free from all encumbrances.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the option of the holder hereof. All parties hereto, whether makers, endorsers, sureties, guarantors or otherwise, hereby waive demand, notice and protest.

Protest, presentment, notice of dishonor, and extension of time for payment are waived by all who become parties to this note, and any such party assents to any substitution, exchange, or release of collateral granted by the holder. The makers, endorsers, and guarantors of this note guarantee to pay all costs of collection if suit is brought thereon.

In case said note or any renewal thereof, or any other debt or obligation secured thereby, or any part thereof, shall not be paid after the same becomes due by the terms thereof, or in the event said Bank deems itself insecure or its security endangered at any time even before maturity of said note, the makers promise whenever required by the holder hereof to increase the amount of security for this obligation until satisfactory to the holder; and, should this security be not increased when so required, or should the makers for any cause whatsoever not make or cause to be made the deposits required by the terms hereof, then this obligation, at the option of the holder, with or without notice, shall become due and payable, whether due according to its face or not. Each of the undersigned hereby assents to the addition of co-makers subsequent to his signature hereto, with or without notice, and agrees that his liability hereon shall not be affected thereby.

For the purpose of enforcing the payment of this obligation, the said holder shall have full power and authority to sell, assign, collect, compromise, transfer, and deliver all of the said collateral, whether original or additional, or so much thereof as may be requisite or as the holder may deem advisable, and apply the proceeds, or so much thereof as may be necessary, to the payment of this note, and the necessary expenses and charges in selling the same, and the balance of the proceeds, if any, to the payment of any other liability of the depositor of the said collateral to the holder, and render the balance, if any, to the depositor of the said collateral.

Such sale may be made wherever the said holder may direct, and may be public, or private, or both, with or without advertisement, and with or without notice to or demand on the makers or the depositors of the said collateral, or any of them, demand and notice being hereby waived, and the said holder may become the purchaser of any or all of the said collateral at any such public sale free from any right of redemption on the part of the undersigned which right is hereby waived and released.

It is understood and agreed, however, that the holder shall not be compelled to resort first to the collateral hypothecated for the security of this obligation, but may at its election require said obligation to be paid by any maker or makers hereon. This note shall bear interest at the rate of eight per cent (8%) per annum after maturity until paid.

Any deposit or other sums at any time credited by or due from said Bank to the undersigned, or any of them, and any securities or other property of the undersigned, or any of them, in the possession of said Bank may at all times be held and treated as additional collateral for the payment of this note and the other liabilities herein referred to and such deposits or sums may at any time be applied or set off against the amount due or to become due. Said Bank shall have no duties as to the collection or protection of the collateral, or of any income thereon, nor as to the preservation of any rights pertaining thereto beyond the safe custody of the collateral. Said Bank may, from time to time, whether before or after any of the liabilities secured hereby shall become due and payable, transfer all or any part of the collateral into the name of said Bank or its nominee, with or without disclosing that such collateral is subject to the security interest granted hereby.

The makers, co-makers, sureties, guarantors, and endorsers hereby waive demand of payment, protest and notice thereof, and authorize and empower any attorney-at-law in their names and behalf or in the name and behalf of any or either of them to appear before any court in the United States at any time after default hereunder and waive process, and service thereof, and without notice confess judgment against them or any or either of them in favor of the holder hereof for the amount that may appear to be due thereon for principal, interest, damages and costs of suit; provided that, no lien obtained by exercising the power to confess judgment herein shall attach to any real property which is used or expected to be used as the principal residence of the maker or makers hereof.

This security interest () does () does not cover after-acquired property and () does () does not secure future indebtedness.

1. Proceeds _____ \$_____

2. _____ \$_____ (Other charges, itemized)

3. Amount Financed (1 + 2) _____ \$_____

4. FINANCE CHARGE (\$)

Interest \$_____

Credit Life Insurance \$_____

Others (itemize) \$_____

_____ \$_____

4. TOTAL FINANCE CHARGES _____ \$_____

ANNUAL PERCENTAGE RATE _____ %

5. Total of Payments _____ \$_____

(Address)

(City and State)

(Telephone No.)

(Zip)

INSURANCE

Credit Life and/or Disability Insurance () is () is not required to obtain this loan. If not required, it will not be provided unless maker signs below.

I (we) desire () Credit Life and Disability Insurance, () Credit Life Insurance only, at the cost set forth in Item 4 for the term of the loan.

Date _____

Insured Maker's Signature

UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETED EXACT COPY OF THIS INSTRUMENT.

(Signature of Borrower)

(Signature of Borrower)

WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOOD, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

The following information concerning interest paid to Elyria Savings & Trust National Bank during the year noted below, by the borrower whose name and address appears below, is furnished without warranty at the request of the borrower.

CALENDAR YEAR 1971

ELYRIA SAVINGS & TRUST NATIONAL BANK
OFFICE Main

OCC 101331
OCC 101113
OCC 101397
INTEREST PAID 217.78
183.76
Mortgage Loan \$ 179.30
Unsecured Loan \$
Collateral Loan D. 949.50
Installment Loan \$ 892.08
Bank Americard \$
Total 2,424.42

Obitts Chemical Co.
147 Locust St.
Elyria, Ohio 44035
Obitts Chemical
1474.92 pd.
Ely. Sav. & Trust
Interest 1971
Installment Loans